Form PTO-1594 RECORDATION FOR (Rev. 10/02) TRADEMAR TRADEMAR	11 5 5 1 1 1 5 5 1 1 OFF 1 OFF
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To the Honorable Commissioner of Patents and Trademarks: P	lease record the attached original documents or copy thereof.
Name of conveying party(ies): Big Inch Marine Systems, Inc.	Name and address of receiving party(ies) Name: Oil States Industries, Inc. Internal Address: Intellectual Property Administrator
Individual(s) General Partnership Corporation-State Other	Street Address: 7701-A South Cooper Street City: Arlington State: TX Zip: 76001 Individual(s) citizenship Association
Additional name(s) of conveying party(ies) attached? Yes No	General Partnership
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: _08/14/2002	Limited Partnership
4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1,299,096 1,293,296; 1,308,345; 1,307,643
Additional number(s) att	ached 🗸 Yes 🦳 No
Name and address of party to whom correspondence concerning document should be mailed: Oil States Industries Inc.	6. Total number of applications and registrations involved:
Name: Oil States Industries, Inc. Internal Address:	7. Total fee (37 CFR 3.41)\$ 190.00 Enclosed Authorized to be charged to deposit account
Street Address: 7701-A South Cooper Street	8. Deposit account number: 122256
City: Arlington State: TX Zip:76001	
	THIS SPACE
9. Signature. Sherry Horton Name of Person Signing	1 Hoston 11/1/02 ignature 18

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

ITEM 4.B. – TRADEMARK REGISTRATION NUMBERS:

1,314,320; 1,317,610; 1,313,118

INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE

WHEREAS the Assignor named herein is the owner of the Intellectual Property described herein; and

WHEREAS the Assignee is desirous of acquiring all right, title and interest in and to said Intellectual Property as a successor to the Business of Assignor,

NOW THEREFORE the Parties execute this agreement effective upon the Effective Date provided herein:

1. Effective Date

The "Effective Date" of this agreement, by specific agreement of the Parties, and notwithstanding the latest date of execution shown herein, is August 14, 2002;

2. Definitions

"Affiliates" means a person that directly, or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the person specified and, with respect to Assignor, shall include its Parent;

"Asset Purchase Agreement" means the Asset Purchase Agreement, dated as of August 14, 2002, by and among Assignee, Assignor and Parent;

"Assignor" means Big Inch Marine Systems, Inc., a corporation incorporated under the laws of the State of Delaware and its Affiliates;

"Assignee" means Oil States Industries, Inc., a corporation incorporated under the laws of the State of Delaware;

"Business" means all of the business and operations conducted by the Assignor, excluding the business and operations conducted by Big Inch Marine Systems, Ltd. and S&H Diving, LLC.

"Confidential Information" means the business, technical or other information, whether or not said information has been or is the subject of applications for or registrations of patent rights, trade secret rights, copyright rights, trademark rights or other intellectual property rights, including Trade Secrets, and improvements thereto, and further including any information relating to this agreement, or the discussions or negotiations relating thereto, or the Intellectual Property, to the extent such information (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain secrecy;

"Copyrights" means the (a) original works of authorship fixed in a tangible medium of expression, whether or not said works are yet described in copyright applications or issued copyright registrations, including the right to apply for copyright registrations in the U.S. and foreign countries and/or to claim any priority rights for such applications pursuant to U.S. laws, international conventions, international treaties, foreign laws, or otherwise; (b) copyright applications filed in the Territory or filed pursuant to international treaties designating the Territory, including any divisions, continuations or continuations-in-part of said copyright applications; and (c) copyright registrations granted in the Territory, including any reissuances, renewals or extensions of said copyright registrations;

"Intellectual Property" means the Patents, Copyrights, Trademarks (specifically including the trade name "Big Inch"), and Trade Secrets related to the Business (as further set forth herein and in the Asset Purchase Agreement) in the Territory, the Parties specifically agreeing that the term Intellectual Property also includes, but is not limited to, the properties enumerated in the following exhibits:

- Exhibit A patent applications and issued/registered patents (also known as Letters Patent);
- Exhibit B trademark applications and registered trademarks; and
- Exhibit C unregistered trademarks and trade/business names.

"Parent" means the Stolt Offshore Inc., a corporation incorporated under the laws of the State of Louisiana;

"Party" means either Assignor or Assignee as the context herein shall indicate;

"Parties" means both Assignor and Assignee;

"Patents" means the (a) inventions conceived or partially or wholly reduced to practice, whether or not said inventions are yet described in patent applications or issued patents, including the right to apply for Letters Patent in the U.S. and foreign countries and/or to claim any priority rights for such applications pursuant to U.S. laws, international conventions, international treaties, foreign laws, or otherwise; (b) patent applications filed in the Territory or filed pursuant to international treaties designating the Territory, including any divisions, continuations or continuations-in-part of said patent applications; (c) Letters Patent granted in the Territory, including any reissuances or extensions of said Letters Patent; and (d) all patent license agreements;

"Territory(ies)" refers to any and all countries, states and territories anywhere in the world.

"Trademarks" means the (a) trademarks, service marks, trade names, and other designations of origin or goodwill, whether or not said marks, names, or designations are yet described in applications or issued registrations, including the right to apply for registrations in the U.S. and foreign countries and/or to claim any priority rights for such applications pursuant to U.S. laws, international conventions, international treaties, foreign laws, or otherwise; (b)

trademark, service mark or trade name applications in the Territory, or applications for registration of other designations of origin in the Territory, including any divisions, continuations or continuations-in-part of said applications; and (c) trademark, service mark or trade name registrations in the Territory, or registrations of other designations of origin in the Territory, including any reissuances or extensions of said registrations;

"Trade Secrets" means business, technical or other information, whether or not said information has been or is the subject of applications for or registrations of patent rights, trade secret rights, copyright rights, trademark rights or other intellectual property rights, including formulas, patterns, compilations, programs, device information, methods, techniques, processes, development agreements, license agreements in Intellectual Properties other than Patents, accounting/financial information, economic information, competitive/strategic information, and improvements thereto, that (i) derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use; and (ii) are the subject of efforts that are reasonable under the circumstances to maintain secrecy;

3. Assignment

For good and valuable consideration, the receipt of which is acknowledged, Assignor has agreed to assign and transfer, and hereby does assign and transfer, as of the Effective Date, unto Assignee, its successors and assigns, the entire right, title and interest in and to the Intellectual Property, including any right, title or interest which has been, is or may be granted upon any of the foregoing, to be held and enjoyed as fully and exclusively as it would have been by Assignor had this Assignment not been made.

4. Implied License

Assignor grants to Assignee a non-exclusive worldwide license to use any of the patent, trade secret, copyright, trademark or other intellectual property rights of Assignor that may be embodied in, or necessary to the use of, the Intellectual Property, provided, however, that this license is limited to the use of only those rights reasonably necessary to fully exploit the rights granted in this agreement;

5. Perfection

Assignor agrees, for itself, its directors, officers, employees, and subcontractors, and for its successors and assigns, to execute and deliver without further consideration any further applications, declarations, affidavits, assignments and other documents, and to perform such other acts as it lawfully may, that may be deemed necessary, desirable or convenient by Assignee, its successors or assigns, to fully secure its interest in or to the Intellectual Property or to obtain or maintain the Intellectual Property in force in any and all countries, including doing all things necessary to obtain the approval of third parties necessary to effectuate the assignment of any license agreements (including patent license agreements) and development agreements, provided, however, that the Parties agree that the reasonable expenses of Assignor, if any, incurred in fulfilling this duty will be borne by Assignee;

6. Recordation

Assignor hereby authorizes all U.S. and foreign governmental offices in which documents evidencing rights in the Intellectual Property may reside to record this agreement, any copy of this agreement, and/or any information relating thereto, upon the request of the Assignee, so as to evidence this transfer of rights from Assignor to Assignee;

Assignor hereby authorizes Assignee to make application for, and to receive registration for, intellectual property rights in the Intellectual Property, including rights under U.S. and foreign laws relating to patents, copyrights, trademarks, and trade secrets in its own name, or in Assignor's or another's name for the benefit of Assignee, at its election;

Assignor hereby authorizes and requests all U.S. and foreign governmental offices which may issue Letters Patent, trademark registrations, copyright registrations, or registrations of rights in trade secrets in the Intellectual Property, wherever possible, to grant said Letters Patent and registrations directly to Assignee as the assignee of the entire right, title and interest therein;

7. Representations

Assignor represents and warrants that it has the full authority to enter into this agreement and that the rights granted in the Intellectual Property is free and clear of any encumbrances;

Assignor represents and warrants that it will have no remaining Intellectual Property relating to the Business after the Closing Date (as defined in the Asset Purchase Agreement).

8. Confidentiality

Any Confidential Information received by a Party shall be retained in confidence and shall be used, disclosed, and copied solely for purposes of this agreement.

The receiving Party shall use the same degree of care to protect the Confidential Information it has received as it uses to protect its own confidential information, but no less than reasonable care, to prevent the unauthorized use, disclosure, or publication of the Confidential Information.

No Party shall be bound by obligations restricting disclosure and use with respect to Confidential Information which (a) was known by the receiving Party prior to disclosure; (b) was or becomes lawfully in the public domain prior to disclosure; (c) was disclosed to the receiving Party by a third party provided such third party, or any other party from whom such third party receives such information, is not in breach of any confidentiality obligation; (d) is independently developed by the receiving Party; or (e) is disclosed when such disclosure is compelled pursuant to legal proceedings, subject to the receiving Party using reasonable efforts to provide prior notice to the disclosing Party to allow it to see protective or other court orders;

9. Miscellaneous

No Party shall use the name of the other Party in any advertising, public relations, or media release without the prior written consent of the other Party;

Assignor shall have the right to delegate any duty or assign any right hereunder upon the prior written consent of Assignee; Assignee shall have the right to delegate any duty or assign any right granted hereunder without the consent of Assignor;

Except for the rights expressly granted pursuant to this agreement, Assignor retains all of its patent, trade secret, copyright, trademark and other intellectual property rights. Assignee shall enjoy the free and unrestrained right to use, enjoy and dispose of the Intellectual Properties without the consent of the Assignor and no part of this agreement shall be construed so as to obligate Assignee to maintain the rights in the Intellectual Properties in force or to enforce such rights against third parties;

This agreement constitutes the entire agreement between the Parties and supersedes all other agreements between the Parties concerning the subject matter herein except as provided in the APA:

This agreement shall be governed by and construed in accordance with the laws of the State of Texas and the federal laws of the United States of America (U.S.A.). The exclusive venue for any disputes arising under or in respect of this agreement shall be Houston, Texas, U.S.A.;

10. Authority

Assignor represents that the representative executing this agreement, as evidenced in the Execution section herein, has the express authority to execute this agreement;

Assignee represents that the representative executing this agreement, as evidenced in the Execution section herein, has the express authority to execute this agreement;

11. Execution

IN WITNESS WHEREOF, Assignor and Assignee, acting through the designated representatives whose names and titles appear hereinbelow, have executed this agreement upon the dates shown therewith:

[Signature page follows]

ASS	I	\mathbf{GI}	NC	R

BIG INCH MARINE SYSTEMS, INC.

Signature / execution:

Printed name:

Title:

Date:

Quinn Hébert

Vice President
August _____, 2002

STATE OF TEXAS COUNTY OF HARRIS

Before me personally appeared said Quinn Hébert and acknowledged execution of the foregoing INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE this /5 day of August

2002.



RESECCA FISZER

Motary Public

STATE OF TEXAS

My Corers, Expires 04-03-2003

(Notary Public)

4-3-2003 (Date)

<u>PARENT</u>

STOLT OFFSHORE INC.

Signature / execution:

Printed name:

Title:

Date:

Quinn Hébert

President

August ____, 2002

STATE OF TEXAS COUNTY OF HARRIS

Before me personally appeared said Quinn Hébert and acknowledged execution of the foregoing INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE this ______ day of August

2002.

REBECCA FISZER

Notary Public

STATE OF TEXAS

My Comm. Expires 04-03-2003

Notary Public)

(1-3-2003

ASSIGNEE

OIL STATES INDUSTRIES, INC.

Signature / execution:

Printed name:

Title: Date:

Charles F. Fahrmeier

Vice President

August ____, 2002

STATE OF TEXAS COUNTY OF HARRIS

Before me personally appeared said Charles F. Fahrmeier and acknowledged execution of the foregoing INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE this _______ day

of August 2002.

(Notary Public)

<u>(</u>4-*3-200*3 Date)

REBECCA FISZER

Notary Public

STATE OF TEXAS

My Comm Expires 04-03-2003

Big Inch Merine Systems
Patents and Trademarks

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Big Inch	Swivel Tap	insul-Flange	Speedload	Wishbone Wye	Future Tap	Hot Wye	Wye-Tap	BIMS-TAP Tee	C Unregistered Trademarks	Flexiforge	Ball Flange	BIMS + design	BIMS	Flexiforge	LLC	Ball Flange	BIMS + design	BIMS	B Registered Trademarks	Remote Articulating Connector CIP	Remote Articulating Connector	Future Tap Flange	BIMS-TAP Tee	Third Gen Forging Tool	Ball Flange Connector - CIP	Ball Flange Connector	A Patent Name
Trade Name Page 1 of 1	blind tiein point, swiveling	pipeline electrical isolation joint	bolt deployment option	piggable wye fitting	blind tiein flange	Piggable mechanical hot tap filting	fitting	Mechanical hot tap fitting	Desription	Cold rolling apparatus & process	Alignment joint tradename	Company logo	Company name abbreviation	Cold rolling apparatus & process	tradename abbreviation	Alignment joint tradename	Company logo	Company name abbreviation	Description	P Remote Articulated Connector	Remote Articulated Connector	Tapping Connector and Method of Using Same	Pipeline Connector for Connecting A Branch Pipe to a Carrier Pipe	Connection of Tubulars	Swivel Coupling Element	Swive! Coupling Element	Patent Title
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11/04/2017	Expiration	AO-BIGC: 044	TAPPING CONNECTOR AND METHOD OF USING SAME	508	DDB	MTG
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FULBRIGHT & JAWORSKI, LLP

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AO-BIGC:041	SUBSEA HOT TAP PIPELINE CONNECTION 08/429,745 . 5,590,913 04/26/1995 01/07/1997	Granted Issued	ž.

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AO-BIGC:043 TAPPING DEVICE FOR CARRIER PIPES TO CONNECT B 04/29/1997

08/841,227

Inactive

Abandoned

AO-BIGC:046USC1 REMOTE ARTICULATED CONNECTOR 10/x67,095	AO-BIGC:046 REMOTE ARTICLUATED CONNECTOR (DIVERLESS CONNE 09/272,663	AO-BIGC:044-MY TAPPING CONNECTOR AND METHOD OF USING SAME PI9801837	AO-BIGC:044-MX TAPPING CONNECTOR AND METHOD OF USING SAME	AO-BIGC:044-BR TAPPING CONNECTOR AND METHOD	AO-BIGC;044 TAPPING CONNECTOR AND METHOD OF USING SAME 08/963,812	DOCKET NO. TITLE SERIAL NO. PATENT NO. STATUS SUB-STATUS FILE DATE ISSUE DATE	CLIENT: (BIGC) BIG INCH MARINE SYSTEMS	FULBRIGHT & JAWORSKI, ILP STATUS REPORT
10/667,095			SAME	∵	ME 08/963,812	PATENT NO. STATUS E	}*************************************	
Filed	8,305,720	Fled	Inactive	Inactive Abandoned	Filed	SUB-STATUS	***************	
Published	Granted Issued	d Pending	Abandoned	loned	Pending		*******	

Oil States Industries, Inc.

FAX	Date: November 1, 2002	
	Number of pages including cover sheet:	
То:	From:	
Assignment Branch - PTO	Donald G. Vance	
Phone:		
Fax phone: 703-306-5995	Phone: 817-548-4201	
COPY:	Fax phone: 817-548-4803	
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REMARKS: ☐ Urgent ☐ For your review ☐ Reply ASAP ☐ Please comment		
Re: Trademark Assignment		
Attached, please find Form PTO-1594, Recordation Form Cover Sheet, for the assignment of seven trademark registrations from Big Inch Marine Systems, Inc to Oil States Industries, Inc.		
Please forward a confirmation of the assignment to my attention at the above fax number. Should you need to contact me regarding this assignment, my direct phone number is 817-548-4889		
Thank you for your assistance.		

Form PTO-1594 RECORDATION FORM COVER SHEET (Rev. 10/02) TRADEMARKS ONLY Tab settings $\Rightarrow \Rightarrow \Rightarrow$	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.	
Name of conveying party(ies): Big Inch Marine Systems, Inc.	Name and address of receiving party(ies) Name:Oil States Industries, Inc. Internal Address:Intellectual Property Administrator
Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes ✓ No 3. Nature of conveyance: ✓ Assignment Merger Security Agreement Change of Name Other Execution Date: 08/14/2002	Street Address: 7701-A South Cooper Street City: Arlington State: TX Zip: 76001 Individual(s) citizenship Association
4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s) 1,299,096 1,293,296; 1,308,345; 1,307,643
Additional number(s) at 5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Oil States Industries, Inc. Internal Address:	7. Total fee (37 CFR 3.41)\$ 190.00 Enclosed Authorized to be charged to deposit account
Street Address: 7701-A South Cooper Street	8. Deposit account number: 122256
City: Arlington State: TX Zip:76001	
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9. Signature. Sherry Horton Name of Person Signing Signature Total number of pages Including cover sheet, attachments, and document: 18	

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Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

page 2 of 2

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

ITEM 4.B. - TRADEMARK REGISTRATION NUMBERS:

1,314,320; 1,317,610; 1,313,118

TRADEMARK
REEL: 002570 FRAME: 0728

RECORDED: 11/01/2002